

ale Name: LC Mountain Creek First Thinning

C2.2 - UTILIZATION AND REMOVAL OF INCLUDED TIMBER (05/2003)

BT2.2 notwithstanding, up to 2 feet of a sawlog piece may be left and up to 5 feet of a small roundwood piece may be left.

Where cut trees are identified by paint, the Purchaser shall leave stumps of a minimum height to avoid obliterating paint markings that indicate individual trees to be cut.

C2.302# - SUBDIVISION BOUNDARIES (09/2004)

The boundaries of Subdivision(s) are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Table C2.302# - Subdivision Boundaries, Subdivision Boundary Designation Table

Subdivision Boundary Designation Table

Subdivision	Paint Color	Designation
1	Orange	Boundary line trees are marked at eye level with three (3) horizontal slash marks and a spot at ground level with eye level marks facing into the interior of the Subdivision. Gravel roads that are used as a section of the subdivision boundary do not have boundary trees marked along them.

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C2.351# - DESIGNATION BY SPACING (04/2004)

Within Subdivisions or cutting unit(s) 1, as shown on Sale Area Map, all live southern yellow pine trees, except trees Marked with N/A paint or described to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

(a) The required spacing is a maximum average of 21 feet. The tree is within 13 feet of a live southern yellow pine tree that has a larger stump diameter than it; and the larger tree is not designated for cutting.

(b) The tree is within 14 feet of a live southern yellow pine tree greater than or equal to 21 inches stump diameter; and this tree is not designated for cutting.

(c) The tree is Marked with blue paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at stump height in a horizontal plane and is the average of a measurement across the short axis through the true center of the stump and a second measurement at right angles to the short axis.

All oak and hickory shall be left as leave trees, unless Marked with N/A paint. No tree greater than or equal to N/A inches stump diameter shall be cut, unless Marked with blue paint. Cutting unit boundaries and other trees that shall be left uncut are Marked with orange paint.

Purchaser and Forest Service shall agree to skid trail location under B6.422. Skid trails shall be no greater than N/A feet wide with a N/A foot spacing.

C4.211 - DOWNPAYMENT (06/2007)

The downpayment amount shown in A18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to B9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale has been charged and paid for, or (b) the estimated value of the unscaled timber is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value of the unscaled timber is equal to or less than the amount of the downpayment.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

C4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding B4.211 or C4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Purchaser to delay or interrupt operations for reasons other than breach;
- (2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

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C5.213# - DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (04/2004)

Purchaser shall make a cash deposit for engineering services (preconstruction and construction) provided by Forest Service for reconstruction of National Forest system roads necessary to accommodate Purchaser's use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Purchaser for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is \$ \$4,661.00 . Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to B4.4.

The amount of the required deposit will be shown as an associated charge on Purchaser's Timber Sale Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

The deposit for reconstruction related engineering services shall be commensurate with project need and Purchaser's road use. Forest Service shall complete reconstruction related engineering services on the following schedule unless a different completion schedule is agreed in writing:

Road or Facility No.	Termini From	To	Engineering Services Completion Date
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N/A

Reconstruction related engineering services may consist of some or all of the engineering work and expense of: preparing, setting out, controlling, inspecting, and measuring the reconstruction of a National Forest system road.

C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001).

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Pre-haul Road Maintenance Specifications									
	From	To		1020	1040								
FS 592C	0.0	1.0	1.0	P	P								
FS 592D	0.0	1.0	1.0	P	P								
C 594	0.0	1.0	1.0	P	P								
C 595	0.0	1.0	1.0	P	P								

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		1030	1040								
C 592	0.0	2.5	2.5	D	D								
C 562	0.0	0.4	0.4	D	D								
C 594	0.0	2.5	2.5	D	D								
C 595	0.0	1.0	1.0	D	D								
L 356-1	0.0	0.6	0.6	D	D								

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To											

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

1020 = Surface Blading (Dozer)

1030 = Surface Blading (Grader)

1040 = Spot Surface Course Placement

3020 = Ditch Cleaning

4020 = Roadway Mowing and Cleaning

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C5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in C5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: \$.17 per Ton.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

Deposit Made To	Rate	Unit of Measure
<u>N/A</u>		

C6.24# - SITE SPECIFIC PROTECTION MEASURES (04/2004)

Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures: Areas within the unit boundary that are marked out with three orange bands are to be avoided by equipment and falling trees.

Wildlife and Botanical Protection Measures: N/A

Cave Resource Protection Measures: N/A

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C6.601# - REVEGETATION PLAN AND SPECIFICATIONS (08/2006)

Where soil has been disturbed by Purchaser's operations and vegetation is needed to minimize erosion, Purchaser shall take appropriate measures according to the following specifications or other agreed stabilization measures:

Temporary road cuts, fill slopes, and shoulders shall be seeded and fertilized within 15 days of construction during the seeding season(s).

Temporary road surfaces, landings, and skid trails shall be seeded when not to be used for a period exceeding 60 days during the seeding season(s).

Temporary road cuts, fill slopes, and other soil disturbance within 25 feet slope distance of a streamcourse shall be seeded and mulched within 3 days of the disturbance.

Exposed soil on temporary roads, skid trails and landings no longer needed for the Purchaser's operations shall be seeded and fertilized within 30 days of discontinued use during the seeding season(s). Soil tilling to cover seed may be required under dry site conditions.

Bare areas or roads with soil compaction will require harrowing, disking or ripping. Fertilizer shall be applied and mixed thoroughly with the soil prior to seeding. Due to compaction, it may be necessary to till the soil to a depth of 6 inches or more.

The seeding season(s) shall be during the inclusive listed below, unless otherwise agreed.

See C6.601# - Revegetation Plan and Specifications, Seeding Season(s) Table

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed:

See C6.601# - Revegetation Plan and Specifications, Fertilizer and Seed Table

Not Applicable Mulch at the rate of 0 pounds per acre shall be applied. The Forest Service will identify the areas where mulch is required in addition to those specified elsewhere in this contract. Hay, straw, pine straw or shredded bark or other mulch acceptable to the Forest Service may be used as mulching material.

Applicable The Forest Service shall agree to the timing of the seeding operations.

Applicable Seeding operations shall not begin without the presence of a Forest Service representative.

Applicable Other revegetation specification: Purchaser may be directed to construct erosion control structures as needed to control erosion as determined by the contracting officer or his designee.

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit:

See C6.601# - Revegetation Plan and Specifications, Cooperative Deposit Table

Re-vegetation Plan and Specification, Seeding Season Table

Seeding Season	From Date	To Date
Season 1	March 15	May 15
Season 2	September 15	November 15

Re-vegetation Plan and Specification, Fertilizer and Seed Table

Season 1			
Fertilizer	Pounds/Acre	Seed	Pounds/Acre
17-17-17	400	Wheat	50
		Rye	50
		Clover	10
Season 2			
Fertilizer	Pounds/Acre	Seed	Pounds/Acre
17-17-17	400	Wheat	50
		Rye	50
		Clover	10

Cooperative Deposit Table – Seeding

Lump Sum Amount	Amount per unit of Volume
\$0.00	N/A

Cooperative Deposit Table – Waterbars

Lump Sum Amount	Amount per unit of Volume
\$431.97	N/A

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C6.7# - SLASH TREATMENT (08/2004)

Slash is defined as all vegetative debris resulting from the Purchaser's operations, including limbs, tops, cull logs, bark, wood chunks, pushed-out stumps, damaged brush, and damaged residual trees. Tops from felled trees and all trees to be removed from roads, landings, or other construction clearings shall be completely felled and not left leaning or hanging in other trees. Slash associated with construction of Specified Roads is construction slash subject to treatment according to road construction specifications.

Other Ownership. The Purchaser shall conduct operations so that slash does not enter non-National Forest System lands, as shown on Sale Area Map. In event slash is deposited on other ownership, the Purchaser shall immediately remove such slash. The Contracting Officer may agree in writing to other treatment requirements if the Purchaser provides a written slash disposal agreement between the Purchaser and the landowner.

Roads and Other Clearings. Along roads available for public use the Purchaser shall immediately remove slash from traveled surfaces, shoulders, and drainage facilities. Other slash along roads available for public use and all slash along roads not available for public use shall be removed from the clearing limits within four days after adjacent skidding or yarding to each landing is complete. In areas where skidding or yarding is delayed or interrupted, slash shall be removed within ten days after being created.

Trails open to public use shall be kept free of slash. Slash within the clearing limits of powerlines, telephone lines, pipelines, and similar clearings shall be removed within ten days after adjacent skidding or yarding to each landing is substantially complete.

Slash removed from roads and other clearings shall be scattered outside the clearing limits, or otherwise disposed of as agreed. The time requirements for completion of slash removal may be changed by written agreement, except where immediate removal is required.

Other Treatment Areas. The Purchaser shall complete slash treatment in other areas as described below. The Forest Service and the Purchaser shall jointly agree to a schedule for completion of such slash treatment, which shall be included in the Purchaser's Annual Operating Schedule required under B6.31.

Applicable At or adjacent to log landings, delimbing areas, and similar areas of slash accumulation within all payment units, concentrations of slash greater than 2 feet in height and 8 feet in length, measured at greatest distances, shall be slash from the deck and limbing gate must be back hauled and spread throughout the unit as operations progress. The deck must be pushed clean and all debris scattered throughout the unit before the unit is accepted by the Forest Service.

Slash treatments described below are required at locations shown on the Sale Area Map by the following symbols:

See Table C6.7# - Slash Disposal, Slash Disposal Requirements Table

Slash Disposal Requirements Table

Map Symbol	Title	Treatment
s s s s s	Slash Treatment Zone	Within areas along roads, trails, streamcourses, waterfronts, overlooks, or other sites, the Purchaser shall lop and scatter all slash to lie within 2 feet of the ground. The boundary of said treatment zone is designated on the ground, or in the absence of such designation, shall be 50 feet measured from the edge of the clearing limit or other feature.

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C7.201 - TRUCK, TRACTOR AND POWER SAW MUFFLERS (05/2003)

Effective muffler systems installed by the manufacturer as standard equipment shall be maintained on exhausts of trucks, power saws and other internal combustion engines used in the Purchaser's Operations.

C7.202# - FIRE FIGHTING EQUIPMENT (05/2003)

When the Forest Service advises the Purchaser that local fire weather conditions are becoming critical, the Purchaser shall keep with gasoline chain saws at all times a dry chemical fire extinguisher or a rake and shovel and take precautionary measures requested by the Forest Service. The Purchaser shall act as custodian of fire fighting equipment furnished by the Forest Service. Equipment shall be stored in sealed boxes provided for this purpose and shall be transported to locations in the immediate vicinity of current logging and milling operations on Sale Area. The Forest Service shall be reimbursed for any damage to or loss of fire fighting equipment furnished by the Forest Service, which occurs on Negligently-Caused Fires or as a result of using equipment for unauthorized purposes.

C7.22 - EMERGENCY FIRE PRECAUTIONS (05/2003)

The Purchaser shall limit or restrict operations in accordance with the Fire Danger Rating schedule shown below. The Forest Service will determine Fire danger ratings by using the National Fire Danger Rating System.

The Forest Service shall notify the Purchaser of predicted fire danger that may limit or restrict operations. In all cases, the actual weather elements shall govern over the predicted weather elements in determining Fire Danger. Fire danger ratings are based on a severity index from A (low) to E (highest).

Fire Danger Rating:	Limitations or Restrictions on Purchaser Operations:
A to C	Normal fire precautionary operations
C+ to D (Very High)	Forest Service may suspend any or all of Purchaser's operations.
E (Extreme)	In addition to above restrictions, internal combustion engines or other spark-producing equipment shall not be operated within any areas of the timber sale without specific written approval by the Forest Service.

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C8.212 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A20. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

(i) The sale was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Purchaser's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

C8.71 - TRIPARTITE LAND EXCHANGE (04/1999)

Purchaser agrees that timber values for which cash payment is required under B4.0 may be applied to any land exchange transaction authorized by law under which the owner of offered lands agrees to accept the money value of timber sold for the value of land granted to the United States.

C8.72 - BIPARTITE LAND EXCHANGE (04/2004)

Purchaser has offered to exchange land owned by Purchaser, as described in a separate exchange agreement. When title to offered land has been accepted by the United States, Forest Service agrees that the value of the offered land is a land exchange credit and shall be applied to charges for timber in lieu of cash deposits under B4.21. If Purchaser desires to cut timber prior to acceptance of title by the United States, cash deposits shall be refunded when title to an equivalent value of land is accepted, to the extent such deposits are not needed to satisfy other charges.